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Attorneys for Defendant Transcard, LLC

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:	
	:	Civ. No.: 1:15-cv-6553 (JFK)
	:	
DELUXE FINANCIAL SERVICES, INC.	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	ANSWER AND
TRANSCARD, LLC	:	<u>DEFENSES</u>
	:	
Defendant.	:	JURY TRIAL REQUESTED
	:	
	:	
-----	X	

Defendant Transcard, LLC ("Transcard"), by and through its attorneys, answers the complaint of Deluxe Financial Services, Inc. ("Plaintiff") dated and filed August 19, 2015 (the "Complaint") as follows:

PARTIES

1. On information and belief, Defendant admits the averments of Paragraph 1 of the Complaint.

2. Defendant admits the averments of Paragraph 2 of the Complaint.

JURISDICTION AND VENUE

3. Defendant admits the averments of Paragraph 3 of the Complaint.

4. Defendant admits the averments of Paragraph 4 of the Complaint.

COUNT I
Breach of contract

5. Defendant admits that the Customer List Purchase Agreement is attached as Exhibit 1 to the Complaint. Defendant denies Plaintiff's attempt to summarize or construe the agreement as it speaks for itself. To the extent Paragraph 5 of the Complaint misconstrues or misstates the terms and agreement found in the Customer List Purchase Agreement, it is denied.

6. Defendant admits that Paragraph 7.1 of the Customer List Purchase Agreement is quoted by the Plaintiff in Paragraph 6 of the Complaint. The Customer List Purchase Agreement speaks for itself and Defendant denies Paragraph 6 to the extent that it asserts Transcard owes Plaintiff any sum pursuant to the agreement.

7. Defendant admits that it received the customer list as stated in the Customer List Purchase Agreement but denies that the Plaintiff properly performed under the contract so as to require any payment from Defendant to Plaintiff.

8. Defendant denies the averments of Paragraph 8 of the Complaint.

9. Defendant admits that Plaintiff has quoted Paragraph 12 of the Customer List Purchase Agreement between the parties. The contract speaks for itself and Defendant denies Plaintiff's attempt to summarize or restate same.

10. Defendant denies the averments of Paragraph 10 of the Complaint.

11. Defendant denies the averments of Paragraph 11 of the Complaint.

COUNT II
Unjust Enrichment

12. Defendant incorporates herein and by reference its responses to Paragraph 1-11 of the Complaint as if same were set forth fully herein.

13. Defendant denies the averments of Paragraph 13 of the Complaint.

14. To the extent not expressly admitted above, Defendant hereby denies all other averments of the Complaint, including Plaintiff's demand for judgment and relief.

WHEREFORE having fully answered the Complaint against it, Defendant states the following affirmative defenses:

I. Prior Material Breach

Plaintiff breached its obligations under the Customer List Purchase Agreement so as to release Defendant from any obligation to perform.

II. Breach of Good Faith and Fair Dealing

Plaintiff breached the covenant of good faith and fair dealing.

III. Estoppel/Unclean Hands

Plaintiff is estopped from seeking enforcement of the contract by its unclean hands.

Defendant having fully answered requests the Complaint against it be dismissed and it be awarded any other relief to which it may be entitled.

JURY TRIAL DEMANDED

Defendant demands a trial by jury on all issues so triable.

Dated: September 11, 2015
New York, New York

CARTER LEDYARD & MILBURN

By: /s/ Michael Shapiro
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